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AUSTRALIAN GOLD AND SWEDISH BEAUTY
DISTRIBUTORSHIP AGREEMENT
NON-EXCLUSIVE – DOMESTIC – MULTI-YEAR

THIS AGREEMENT ("Agreement") is made and entered into this 7th day of October, 2003, and effective as of the 1st day of November, 2003, by and among ETS, Inc., an Indiana corporation, ("ETS") and Silver Tech, Ltd, **[insert name of Distributor]** a partnership/corporation/LLC **[circle one]** organized under the laws of the State of Illinois, ("Distributor"). **[insert state of organization/incorporation]**

AGREEMENT

In consideration of the mutual promises, covenants and conditions, the sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I. DISTRIBUTION RIGHTS AND OBLIGATIONS

1.1. MARKETING, DISTRIBUTION AND SALE OF PRODUCTS.

(A) Right to Market, Distribute and Sell Products. Distributor is granted the non-exclusive right to market, distribute and sell Products only in accordance with this Agreement. Any rights previously granted or existing are rescinded and void. ETS retains the right to market, distribute and sell Products or to grant rights to any other person or entity to market, distribute and sell Products. ETS retains the sole and exclusive right to market Products to franchised salons of the Planet Beach Franchising Corporation, and Distributor may not actively market Products to such salons without the prior written consent of ETS (which consent may be withheld by ETS in its sole discretion).

(B) Products Defined. "Products" as used in this Agreement means tanning products, skin care products and hair and beauty care products sold by ETS as of the date of this Agreement under any of the Marks (as defined in Section 2.1). A list of the Products is attached as Exhibit C to this Agreement, which list may be amended at any time in the sole discretion of ETS. The terms of Exhibit C have not been finalized at the time of execution of this Agreement; however, ETS will make every reasonable effort to finalize the terms of Exhibit C as soon as possible.

(C) Geographic Territory. Distributor may market, distribute and sell Products only in the United States and shall not, directly or indirectly, market, distribute or sell any Products outside of the United States, except as expressly allowed by this Agreement or with the prior written consent of ETS (which consent may be withheld by ETS in its sole discretion). This Agreement neither contemplates nor

EXHIBIT 2 3-16-06 dh PENGAD 800-631-6989 requires Distributor to maintain a fixed location for the display and sale of Products in the States of Arkansas, Connecticut or New Jersey. ETS will neither comment upon nor advise Distributor as to the proper physical location for the display or sale of Products.

(D) Customers of Distributor. Distributor shall market, distribute or sell Products only to Customers. ETS shall have the sole right to determine whether a sale is made in accordance with this provision, including the sole right to determine if a person is properly characterized as a "Customer."

(i) For all purposes in this Agreement, "Customer" means only a person (a) whose primary business activity is operating a tanning salon or hair and beauty care salon; (b) who offers approved indoor tanning and instruction on the use of Products as an on-premises service; and (c) who obtains training and instruction on matters related to the use of the Products from ETS or one of ETS' distributors.

(ii) In no circumstance shall "Customer" refer to or mean (a) the end user of Products, (b) any buying group, association or cooperative that collectively purchases Products, or (c) any person who sells to other resellers or buys on behalf of other resellers. Distributor shall not market, distribute or sell Products to any other person, business or entity, including any drug stores, grocery stores or other retail, wholesale or discount stores or outlets, flea markets, shopping malls, etc.

(iii) Distributor shall provide ETS with all information regarding Distributor's Customers which ETS may request, including purchase orders, invoices, Customer lists, Subdistributor lists, and contracts, any time ETS requests such information. Distributor shall provide requested Customer information in writing within seven (7) days of receipt of ETS' request. In addition, ETS shall have the right to inspect the books and records of Distributor as set forth in Section 5.3, below. Distributor acknowledges ETS' proprietary interest in the identity of the Customers, as well as the amount and nature of the Products they purchase, and agrees to maintain such information in strictest confidence for the benefit of ETS, and hereby agrees not to disclose any of such information to any third party without the prior written consent of ETS, which consent may be withheld by ETS in its sole discretion.

(iv) Distributor acknowledges ETS' interest in protecting the channel of distribution of the Products and acknowledges that ETS may, from time to time, direct Distributor not to sell Products to certain individuals or entities.

(E) Internet Policy. Distributor shall not use the internet to market, distribute or sell the Products in any way, except as expressly allowed by this provision of the Agreement.

(i) Use of Internet to Market Products.

(a) Distributor. Except as provided in (ii), below, Distributor may use the internet solely to describe the Products and their use. Because ETS considers that the advertising of prices directly or indirectly constitutes an offer to sell, Distributor shall not use the internet in any form to advertise prices, discounts, rebates or similar information with respect to Products, including an invitation to call for pricing, discounts, or rebates of Products. Distributor shall not directly or indirectly distribute or sell Products to any person or entity which markets, distributes or sells Products on the internet as described in this Internet Policy;

(b) Distributor's Customers. Distributor assumes the duty to implement and enforce this Internet Policy with regard to each Customer. In this regard, Distributor shall authorize a Customer to use the internet relating to the Products, only pursuant to a written agreement, previously approved by ETS, which conforms to the provisions of this Section 1.1(E) and only if: (a) the Customer strictly adheres to the Internet Policy as described herein; (b) the Distributor monitors and audits the practices of the Customer to ensure strict compliance with this Internet Policy; and (c) in such written agreement Distributor reserves the right, upon any violation of this Internet Policy as determined by ETS, Distributor or otherwise, to cease immediately all distribution and sales of Products to the Customer.

(ii) Use of Internet to Sell Products. Distributor may use the internet to sell Products to Customers only if:

(a) the sale of the Products otherwise complies with this Agreement, including the restrictions and limitations contained in Sections 1.1(C) and (D);

(b) Distributor implements password protected software, which has been approved by ETS, that denies anyone who is not a Customer the ability to purchase the Products or to view pricing information using the internet;

(c) Distributor implements procedures acceptable to ETS to verify that those entities given a password to access and purchase the Products are Customers as defined in Section 1.1(D) and that no person who is not a Customer is able to gain access to the Distributor's website in order to purchase Products; and

(d) Customers of Distributor do not use the internet to sell Products; however, such Customers may use the internet to provide a description of Products and their use if provisions in Section 1.1(E)(i)(b) are satisfied.

Distributor agrees to restrict access to anyone ETS determines not to be a Customer. Distributor shall not use the internet to sell Products to individuals for their personal consumption. Specifically, Section 1.1(G)(ii), which is an exception to Section 1.1(D), shall not apply as an exception to this Internet Policy. All restrictions and limitations set forth in Section 1.1(E)(i) shall apply to any portion of Distributor's website that is not password protected.

If Distributor complies with the restrictions set forth in this Section 1.1(E)(ii), then the portion of Distributor's website accessible only by Customers may include prices, discounts, rebates and similar information with respect to Products.

(iii) Amendment and Violation of Internet Policy. ETS reserves the right to amend or modify the Internet Policy at any time in its sole discretion by providing a revised Internet Policy or any specific change to the Internet Policy to Distributor, and Distributor shall immediately comply with such changes. If Distributor knows of, or has reason to believe, that any of its Customers are violating this Internet Policy in any way, Distributor shall immediately cease all distribution and sales of Products to that Customer. Distributor shall provide to ETS, the name and location of any person or entity known or suspected by the Distributor to be distributing or selling Products over the internet, and provide to ETS all information requested by ETS regarding sales of any Products by Distributor to such Customers.

(F) Reacquisition by Distributor. Distributor acknowledges and agrees that, in addition to the remedies provided by Section 3.1, Section 3.2, Section 3.3, and Section 5.5, below, if Distributor fails to comply with this Section 1.1, ETS shall have the right to require Distributor to reacquire, at Distributor's own expense, any Products which Distributor sold in violation of this Section 1.1. If Distributor fails or refuses to reacquire any Products which Distributor sold in violation of this Section 1.1, Distributor will have breached this Agreement and ETS shall have the right to exercise all available remedies under Section 3.1, Section 3.2, Section 3.3 and Section 5.5, below

(G) Exceptions to Section 1.1(D).

(i) Distributor shall sell Products to another person for resale in accordance with the terms of this Agreement (a "Subdistributor") only with the prior written consent of ETS for each Subdistributor (which may be withheld by ETS in its sole discretion); provided, however, that Distributor shall be responsible for any actions of such Subdistributor with respect to Products. For example, Distributor shall be in breach of this Agreement for any act committed by such Subdistributor if such act would constitute a breach of this Agreement if the act were committed by Distributor. ETS also shall have the right to determine whether a customer of a Subdistributor is properly characterized as a "Customer" as defined in this Agreement. For all purposes in this Agreement, Customers of a Subdistributor constitute Customers of Distributor.

(ii) Distributor may sell Products directly to a person who is not a Customer if (a) the person is an individual, and (b) the sale is made in conjunction with the sale of tanning equipment to the same individual, and (c) the sale of Products is limited in quantity and type to Products that can reasonably be expected to be consumed by the individual to whom the Products are sold.

(iii) ETS shall have the sole right to determine if a sale falls within one of the exceptions as set forth in (i) or (ii) above. Any sale which, in ETS' sole discretion, does not satisfy either of the limited exceptions set forth in this Section 1.1(G) shall constitute a sale in violation of Section 1.1(D), above.

1.2. TERM. The term of this Agreement shall commence on the first date stated above and shall terminate at 11:59 p.m. (Eastern Standard Time) on October 31, 2006. Sections 1.1, 2.3, 3.1, 3.3, 4.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.10, 5.15, and 5.16 shall survive any termination or expiration of this Agreement. Nothing in this Agreement shall be interpreted or construed as imposing upon ETS any obligation to extend the term of this Agreement beyond October 31, 2006 or to enter into a new or renewed agreement with Distributor on or after such date. Distributor is therefore on notice that the relationship created by this Agreement, unless terminated earlier under Section 3.1 or by agreement of the parties, shall end on October 31, 2006 unless prior to that date the parties enter into a new agreement.

1.3. PURCHASE PRICE OF PRODUCTS. Distributor's purchase price of Products shall be equal to the prices set forth on the Distributor Price List attached hereto as Exhibit C based upon the sales performance of Distributor (as defined in the Distributor Price List) during the previous year. If Distributor was not a distributor of Products during the previous year, then the parties may substitute an agreed upon estimate of Distributor Sales Performance for the historic sales performance required by the preceding sentence.

1.4. SHIPMENT AND DELIVERY; PAYMENT TERMS. All Products shall be sold F.O.B. ETS' facility, Indianapolis, Indiana. ETS may change the shipping point at its sole discretion. Payment for all Products shall become due and payable when delivered by ETS for shipment and shall be paid in full prior to shipment, unless otherwise agreed in writing by ETS in ETS' sole discretion. All risk of loss shall pass to Distributor when the Products are made available to Distributor, or the carrier, as the case may be, at the shipping point.

1.5. LABELS. All labels of Products shipped by ETS to Distributor under this Agreement shall be in the English language. Distributor shall not amend, alter or replace any Product labels. If Distributor is aware that any Product label is not in compliance with any law, Distributor shall inform ETS of such fact, in writing, indicating the law, label and nature of noncompliance. If other labeling is required, such other labeling shall be used only with ETS' written consent and at Distributor's expense.

1.6. PRODUCT TRAINING. Distributor shall use its best efforts to assist ETS in educating Distributor's sales staff and Customers with regard to the use and benefits of the Products. Distributor shall not be required to pay ETS a fee or reimburse ETS for its costs to provide training or to purchase any training materials, including manuals, from ETS in connection with this provision (although ETS may request that Distributor pay the costs of any additional training materials which Distributor may request.) Without limiting the generality of the foregoing, Distributor shall do the following:

(A) Distributor agrees to make each member of its salesforce available on at least a quarterly basis, at Distributor's office or at another location reasonably acceptable to ETS, during regular business hours to attend training programs on the use and benefits of the Products, which programs shall be presented by ETS' staff. Distributor shall make it a requirement for continued employment (or, if such sales representatives are independent contractors, a requirement for maintenance of such status) of each sales representative that they attend one such program within six months of joining Distributor's salesforce and at least two such programs during each year thereafter.

(B) Distributor shall host, at its office or another location reasonably acceptable to ETS, at least two programs during each year, which programs shall address training on the use and benefits of the Products and other related topics acceptable to ETS and to which programs Distributor shall invite its current and prospective Customers. Distributor shall cooperate with ETS on the presentation of such programs and shall use its best efforts to promote such programs to its Customers to ensure good attendance. Distributor shall participate in future training programs introduced by ETS that shall aid in gaining additional new business. To that end, Distributor shall provide to ETS no later than January 31, 2004 a list of at least 10 Customers that currently carry 5 SKUs or less of Products; provided, however, that such list shall not repeat any Customers named in similar lists delivered by Distributor to ETS pursuant to a predecessor agreement.

(C) Without limiting the obligations set forth in (B) above, Distributor also shall offer (at its own expense) training sessions to its Customers which are focused on educating Customers on the use and advantages of the Products and related topics reasonably acceptable to ETS.

(D) If Distributor sells Products to a Customer who has not purchased any Products within the last 12 months ("New Customer"), Distributor shall notify ETS immediately of such sale and such New Customer's contact information and business address. Distributor acknowledges that ETS may, at its option, provide training programs on the use and benefits of the Products directly to New Customer. Distributor agrees to cooperate with ETS in the provision of such training programs to New Customer in any and all ways in which ETS may request and to make all efforts to ensure the agreement by the New Customer to permit ETS to conduct such training and to ensure that all appropriate employees of New Customer participate in such training.

1.7. RESALE PRICING POLICIES. From time to time, ETS, in its sole discretion, may announce suggested prices that may be charged for Products by Distributor to its Customers as described in the suggested pricing policy attached hereto as Exhibit D. ETS shall have the right to amend this exhibit at any time in its sole discretion by sending a revised exhibit to Distributor. ETS does not request and shall not accept Distributor's agreement to comply with any such suggested price, and nothing herein shall be deemed to constitute Distributor's agreement with ETS as to the resale price for Products that Distributor may charge.

1.8. ADVERTISEMENT REBATE POLICIES. From time to time, ETS, in its sole discretion, may announce an advertisement rebate policy whereby ETS shall reimburse Distributor for advertising costs as described in Exhibit E attached hereto. ETS shall have the right to amend this exhibit at any time in its sole discretion by sending a revised exhibit to Distributor.

ARTICLE II.
USE OF MARKS

2.1. ACKNOWLEDGEMENT OF RIGHTS AND OBLIGATIONS.

(A) Distributor hereby acknowledges ETS' rights and obligations, as outlined in the portions of the Distributorship Agreement between ETS and Australian Gold, Inc. ("AG") attached hereto as Exhibit A (the terms and conditions attached hereto as Exhibit A are referred to herein as the "License"), with respect to the trademarks owned by AG and any other marks or names under which Products are sold (the "AG Marks"). Distributor understands and acknowledges that, under the terms of the License, ETS possesses a limited right to use and to sublicense the AG Marks, and Distributor hereby acknowledges that this Agreement is subordinate to the terms of the License regarding the use of the AG Marks.

(B) Distributor hereby acknowledges ETS' rights and obligations, as outlined in the portions of the Distributorship Agreement between ETS and Advanced Technology Systems, Inc. ("ATS") attached hereto as Exhibit B (the terms and conditions attached hereto as Exhibit B are referred to herein as the "License"), with respect to the trademarks owned by ATS and any other marks or names under which Products are sold (the "SB Marks" and, collectively with the AG Marks, the "Marks"). Distributor understands and acknowledges that, under the terms of the License, ETS possesses a limited right to use and to sublicense the SB Marks, and Distributor hereby acknowledges that this Agreement is subordinate to the terms of the License regarding the use of the SB Marks.

2.2. DISTRIBUTOR'S RIGHTS AND OBLIGATIONS. Subject to the terms and conditions hereof, ETS hereby grants to Distributor, and Distributor accepts, a non-exclusive, limited, revocable, non-transferable sublicense to use the Marks in connection with the promotion, marketing and sale of the Products within the United States subject to the terms and conditions of this Agreement and the License. Nothing in this Agreement gives Distributor any right, title or interest in the Marks other than the right to use said Marks in accordance with the terms and conditions of this Agreement and the License.

2.3. MARKETING. Distributor shall use its best efforts to promote, market and sell the Products and service its accounts within the United States in a professional manner which does not detract or reduce the value of such Marks. Distributor shall be strictly prohibited from using or reproducing the Marks or Products or reference to the Marks or Products in any promotional material of any kind and on any media, including Distributor's internet web site without the express prior consent of ETS or AG or ATS (AG and ATS shall collectively be referred to herein as the "Trademark Owner" with respect to the Marks owned by them). Distributor shall not use any Mark as part of any corporate or trade name or with any prefix, suffix or other modifying words, designs, or symbols, or in any modified forms, nor shall Distributor use any Mark in connection with the sale of any unauthorized product or service. Distributor is neither permitted nor required by the provisions of this Agreement to advertise itself as an "authorized distributor" of ETS or the Products. If it becomes advisable at any time, in Trademark Owner's sole discretion, for Trademark Owner, ETS and/or Distributor to modify or discontinue use of any Mark, Distributor agrees to so modify or discontinue use of such Mark upon receipt of written notice from ETS or Trademark Owner. Further, upon termination or expiration of this Agreement, Distributor shall immediately cease and desist in use of the Marks, and shall destroy any remaining materials in its possession using the Marks. Distributor shall notify ETS immediately of any third party's apparent infringement of, challenge to, or claim of rights in any Mark. Distributor acknowledges and agrees that Trademark Owner shall have sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding, other dispute resolution or other administrative proceeding arising out of any such infringement, challenge, or claim or otherwise relating to any Mark. Distributor agrees to execute any and all instruments and documents as shall, in Trademark Owner's or ETS' opinion, be necessary or advisable to protect and maintain the interests of Trademark Owner in the Marks. Distributor will not challenge the validity of any of the rights of ETS and the Trademark Owners in the Marks. ETS and Distributor each acknowledge and agree that Trademark Owner shall have the right as a third party beneficiary to this Agreement to enforce the terms and conditions of this Agreement regarding the use of the Marks, and to revoke, for any reason in Trademark Owner's sole discretion, the sublicense to use the Marks granted to Distributor under this Agreement. All use of the Marks by Distributor shall inure to the benefit of the Trademark Owner.

2.4. QUALITY CONTROL. Distributor acknowledges and agrees that at all times during the term of this Agreement, ETS and Trademark Owner shall have the right and authority to monitor and take such action as they deem necessary to ensure Distributor's compliance with this Article II.

ARTICLE III.
TERMINATION, SUSPENSION AND ETS' REMEDIES

3.1. TERMINATION PROVISIONS. ETS may terminate this Agreement at any time after the occurrence of any of the following events by giving Distributor written notice of termination:

(A) Upon Distributor's insolvency, bankruptcy or similar proceeding by or against Distributor; upon assignment or attempted assignment by Distributor for the benefit of creditors; any lien or levy against, or foreclosure or seizure of, any of Distributor's assets, including inventory, by a creditor, lienholder, lessor or government authority; or any appointment or application for appointment of a receiver for Distributor;

(B) Distributor's failure to pay ETS any sums due pursuant to the terms of this Agreement within ten (10) days following the date on which such sum is due and payable;

(C) Distributor's engaging in any practice with respect to the Products, which is determined to be an illegal or unfair trade practice in violation of any applicable federal, state or local law, or which in the opinion of counsel to ETS is an illegal or unfair trade practice in violation of any applicable federal, state or local law;

(D) Distributor's and/or Subdistributor's failure to comply with any suggested price for Products that is announced at any time by ETS or to comply with the Suggested Pricing Policy attached hereto as Exhibit D (including any suggestions set forth therein) or to comply with the Advertisement Rebate Policy attached hereto as Exhibit E;

(E) Any breach or threatened breach of this Agreement by Distributor;

(F) Any violation of ETS' Internet Policy;

(G) Any action or practice by Distributor that, in the sole discretion of ETS, causes or threatens any injury to ETS, any of its product lines or any of the Marks;

(H) Distributor's sale of Products to any Subdistributor which has not been approved in writing by ETS;

(I) Distributor's sale of Products to any individual or entity to which ETS has directed Distributor not to sell;

(J) Distributor's breach or threatened breach of any other contract or agreement between Distributor and ETS;

(K) Upon receipt of the notice contemplated in Section 5.17 or upon ETS' discovery of a change of control as described in Section 5.17;

(L) Distributor's refusal to accept service of process;

(M) Distributor's failure to comply with laws as described in Section 5.18 herein;

(N) Upon the conviction of Distributor, or any officer, director, substantial owner or principal of Distributor, in a court of competent jurisdiction of (or plea of nolo contendere by any such person to) any offense substantially related to the business conducted by Distributor in connection with this Agreement or of any offense punishable by a term of imprisonment;

(O) Distributor's falsification, failure to retain reasonable business records, or failure to provide complete records or reports requested by ETS;

(P) The sale, distribution or any other disposition of substantially all of Distributor's assets;

(Q) A change in Distributor's active management occurs, which change, in the opinion of ETS, will have a material effect on Distributor's ability to distribute and promote the Products. Such a change includes, but is not limited to, the death or incapacity for a period of thirty (30) days of a principal officer, partner or manager of Distributor; and

(R) Distributor's unethical, immoral or unsavory conduct or any conduct or action deemed by ETS to be inconsistent with the nature and spirit of this Agreement.

Distributor shall immediately notify ETS if it is aware of any condition that could possibly be construed as any one of the occurrences listed in (A)-(R) or any other condition that might impair Distributor's ability to comply with any of the terms of this Agreement. Distributor agrees that the provisions of this Section 3.1 are essential, fair and reasonable and that the occurrence of any of the events described in subparagraphs (A)-(R) of this Section 3.1 constitutes good cause for the termination or non-renewal of this Agreement and also will entitle ETS to the remedies set forth in Section 5.5 below. All sums due and amounts owed to ETS shall be paid by Distributor within ten (10) days after ETS notifies Distributor that this Agreement will terminate.

3.2. SUSPENSION OF AGREEMENT. ETS shall have the right to suspend this Agreement and to deny Distributor the opportunity to purchase Products from ETS and to delay the delivery of Products purchased by Distributor, if, and for as long as, in its sole discretion, ETS has reason to believe that an investigation is necessary to determine if any of the events described in Section 3.1(A)-(R) have occurred. If ETS reinstates this Agreement after a suspension, Distributor acknowledges and agrees that Distributor's rights and remedies with respect to ETS' suspension of the Agreement are limited to reinstatement, and ETS shall not be liable in any manner or amount to Distributor for any losses, expenses or other such costs incurred during the suspension.

3.3. ETS' REMEDIES.

(A) ETS may, but is not obligated to under any circumstance, require Distributor to sell all Products to ETS upon suspension, expiration or earlier termination of this Agreement. Distributor acknowledges and agrees that the aggregate purchase price to be paid by ETS shall be equal to (a) the purchase price paid by the Distributor to ETS for such Products less (b) all expenses associated with such repurchase including shipping, handling, packaging, storage and reasonable legal fees less (c) any costs described in Section 3.3(B), below. If ETS chooses not to repurchase Distributor's Products pursuant to this Agreement, Distributor shall sell the remainder of such Products only pursuant to the terms of this Agreement.

(B) Distributor acknowledges and agrees that ETS has a substantial interest in protecting the goodwill associated with the Marks and Products by any means of enforcement ETS deems appropriate and necessary. To that end, ETS may require Distributor to reimburse ETS for all costs (including, but not limited to, investigative, legal or other professional fees, travel, lodging and court costs) associated in any way with:

(i) ETS' acquisition of Products that Distributor sold in violation of any provision of this Agreement;

(ii) ETS' investigation of any alleged violation of this Agreement by Distributor;

(iii) ETS' litigation or resolution of any alleged violation of this Agreement by Distributor; and

(iv) Actions taken by ETS to prevent violations of this Agreement by Distributor.

ARTICLE IV.
WARRANTIES AND DAMAGES

4.1. WARRANTY OF TITLE. ETS hereby warrants to Distributor that title to all Products purchased by Distributor under this Agreement shall be free and clear of all liens, security interests and any other claims by third persons.

4.2. LACK OF WARRANTY OF PRODUCTS. Other than the warranty set forth in Section 4.1 above, ETS gives no warranty with regard to the Products. **ETS hereby disclaims and excludes all other warranties -- whether express, implied, or statutory -- including any WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, and any implied warranties otherwise arising from course of dealing or usage of trade to the fullest extent allowed under applicable law.**

4.3. LIMITATION OF LIABILITY. Distributor acknowledges and agrees that its sole and exclusive remedy for any breach by ETS of any of its obligations hereunder shall be to obtain a refund of any purchase price paid to ETS for any Products to which such breach relates. **In no event shall ETS be liable, directly or vicariously, for any damages, including incidental, special, indirect, consequential or punitive damages, whether resulting from non-delivery or from the use, misuse or inability to use the Products, or from defects in the Products, or from ETS' own negligence or other tort or from lost profits, goodwill, or any other potential claims related to the termination or non-renewal of this Agreement.** The above provisions apply regardless of whether damages are sought for breach of warranty, breach of contract, negligence or strict liability in tort or under any other direct or derivative legal theory.

4.4. BINDING AGREEMENT. Each party warrants it is duly organized, validly existing and in good standing under the laws of applicable jurisdiction, and has taken all necessary corporate action to adopt, approve and ratify this Agreement. Upon the execution hereof, this Agreement will constitute a valid and legally binding obligation enforceable in accordance with its terms. The terms and conditions of this Agreement shall be binding upon the parties hereto and Distributor's (i) parent, (ii) subsidiaries, (iii) affiliates, (iv) owners, (v) officers, (vi) directors, (vii) partners, (viii) members, (ix) employees, (x) family members of any owner, officer, director, partner, member or employee and (xi) any other related entities or individuals (collectively, "Affiliates"). Distributor shall be responsible for any actions of Affiliates with respect to this Agreement. For example, Distributor shall be in breach of this Agreement for any act committed by Distributor's Affiliate if such act would constitute a breach of this Agreement if the act were committed by Distributor.

ARTICLE V.
PROVISIONS OF GENERAL APPLICABILITY

5.1. RELATIONSHIP OF THE PARTIES. Nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturers, franchisor and franchisee, or principal and agent. Neither party is authorized to assume or undertake any obligations of any kind, express or implied, on behalf of the other party, except as expressly provided herein.

5.2. AMENDMENT. This Agreement shall not be amended, modified or altered except by written instrument duly executed by both parties hereto; provided that an amendment by ETS to Exhibits C, D, E and/or the Internet Policy described herein shall operate as an amendment to this Agreement without Distributor's acknowledgment or consent.

5.3. INSPECTION BY ETS. ETS shall have the right at any time to inspect and review the books and records of the Distributor, including policies and procedures, accounting records, invoices, purchase orders, shipping records, customer lists, contracts, advertising material, computer data and files, etc., which in the sole discretion of ETS are reasonably related to the performance of this Agreement, the Products, or Distributor's Customers. Distributor shall allow ETS and its designated agents reasonable access to conduct such an inspection within three (3) business days of any request by ETS. Upon request of

ETS, the Distributor shall designate ETS to be its representative to inspect and review the books and records of any Subdistributors.

5.4. NOTICES. Any notice, instrument, or other communication required or permitted to be given by one of the parties under this Agreement shall be reduced to writing in English and shall be considered as properly given and received (i) upon the date of delivery if delivered personally, (ii) upon receipt of confirmation back of a facsimile delivery, provided, on the day of transmission, a copy is deposited with a reputable overnight courier that issues a receipt or other confirmation of delivery service specifying next-day delivery, or (iii) three (3) business days after the date mailed by mail, registered or certified, with return receipt requested, postage prepaid in all applicable cases, addressed as set forth on page S-1 of this Agreement. If Distributor refuses to accept notice by any method stated herein or if ETS is unable to effect delivery by any such method, ETS may send notice by electronic mail to Distributor's last known electronic mail address, and such notice will be deemed effective when sent. Either party may change its address and/or the person to receive notice for purposes of this Section 5.4 by giving the other party written notice of the new address and/or person to receive notice in the manner set forth above. Notwithstanding the terms of this paragraph, any notice given by ETS to Distributor regarding a change or amendment to the Internet Policy and/or Exhibits C, D or E shall be effective immediately upon receipt of any such notice by the Distributor.

5.5. REMEDIES. ETS may pursue any legal or equitable remedy, all of which shall be deemed cumulative. Any violation or threatened violation of this Agreement by Distributor will cause ETS to suffer irreparable harm for which there will be no adequate remedy at law. Therefore, whether or not ETS terminates the Agreement pursuant to Section 3.1, and without limiting ETS' rights under Section 3.1, if Distributor threatens to violate or violates any provision of this Agreement, ETS shall be entitled to immediate injunctive relief, including a temporary restraining order, without notice, and without the posting of any bond. ETS' right to injunctive relief shall be in addition to, and not in lieu of, any other legal or equitable remedies that may be available to ETS, including monetary damages to the extent they are calculable. ETS shall also be entitled to recover from Distributor all costs, fees (including any expert witness or legal fees) and expenses incurred by ETS in any action to enforce this Agreement or to recover for any actual or threatened breach of this Agreement or in defending any action brought by Distributor to challenge or construe the terms of the Agreement. ETS shall also be entitled to recover prejudgment interest on all amounts recovered in the amount of ten percent (10%) per annum.

5.6. RIGHT OF SETOFF. The Distributor hereby grants to ETS, as security for the full and punctual payment and performance of any and all obligations of the Distributor to ETS, a continuing lien on, and security interest in, all sums at any time or times credited by or due from ETS to the Distributor; and, regardless of the adequacy of any collateral or security or other means of obtaining payment or performance of such obligations, ETS may, without demand or notice, apply or set off the whole or any portion of such sums, at any time or times, against amounts payable to the Distributor under this Agreement, under any rebate plan or rebate program as ETS may establish at any time, or under any other agreement or transaction between ETS and the Distributor. ETS' right of setoff as agreed to herein may be exercised by ETS at any time during the Term of this Agreement or after its termination for any reason. This setoff right is in addition to and not in derogation of any common law rights of setoff or recoupment to which ETS may also be entitled.

5.7. GOVERNING LAW; JURISDICTION. This Agreement and all transactions contemplated hereby shall be construed, governed and enforced in accordance with the laws of the State of Indiana and shall be treated in all respects as a State of Indiana contract without regard to laws related to choice or conflict of laws. The parties acknowledge and agree that this Agreement was negotiated and executed in the State of Indiana. The parties hereto irrevocably consent to the jurisdiction and exclusive venue of the courts of Marion County in the State of Indiana and/or the United States District Court for the Southern District of Indiana with respect to any and all actions in any way related to this Agreement or its enforcement, and the parties to this Agreement irrevocably waive any and all objections thereto. ETS shall, in its sole discretion, have the right to litigate any action relating to this Agreement in the venue where the breach occurred or where any defendant may be found.

5.8. SUCCESSORS AND ASSIGNS. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of ETS, Distributor and any affiliates of ETS or Distributor. ETS shall have the right to assign this Agreement without the consent of Distributor and without notifying Distributor of any such assignment. No part of this Agreement shall be assigned or delegated by Distributor to any person or entity without the prior express written consent of ETS.

5.9. NON-WAIVER. No act, omission, failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

5.10. SEVERABILITY. If a court of competent jurisdiction makes a final determination that any provision of this Agreement (or any portion thereof) is invalid, illegal or unenforceable for any reason whatsoever, and all rights to appeal the determination have been exhausted or the period of time during which any appeal of the determination may be perfected has expired, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, and to the fullest extent possible, the provisions of this Agreement shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

5.11. HEADINGS. The headings and subheadings herein are for convenience only, and shall not affect the construction or interpretation of any of their provisions. As used herein, the term "person" refers both to individuals as well as entities.

5.12. FORCE MAJEURE. ETS will not be liable to Distributor under this Agreement if delayed or prevented from performance by causes beyond its control, including, fires, floods, strikes, labor disputes, terrorist acts, civil strife, delays in transportation, shortages of labor or materials, Acts of God, war, insurrection or governmental actions or restrictions, whether such causes occur at ETS or at an affiliate or supplier of ETS. The existence of such causes of delay shall justify the suspension of manufacture and/or delivery and shall extend the time of performance on the part of ETS to such extent as may be necessary to enable it to make delivery in the exercise of reasonable diligence after the causes of delay have been removed.

5.13. INCORPORATION BY REFERENCE. All schedules, exhibits and other documents which are attached hereto and referred to in this Agreement are incorporated herein and made a part hereof by reference.

5.14. PURCHASE ORDERS. The terms of this Agreement govern any Products sold to Distributor pursuant to a purchase order issued by Distributor and accepted by ETS. The terms of this Agreement will govern if the terms of any purchase order are inconsistent with the terms of this Agreement. ETS reserves the right to reject any purchase order, in whole or in part, with or without cause or to delay the delivery of any Products included in any purchase order for any reason or for no reason.

5.15. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and shall be deemed to supersede all prior and contemporaneous agreements, representations, and understandings, whether written or oral, concerning the subject matter of this Agreement. If Distributor has entered into, or enters into during the Term of this Agreement, a distributorship agreement with respect to tanning equipment or other products, this Agreement and that agreement shall not supercede or conflict with each other; however, if such Distributor breaches this or any other agreement with ETS (such breach to be in ETS' sole determination), then the Distributor acknowledges and agrees that such breach shall constitute a breach of all agreements with ETS, and ETS shall have the right to terminate each and all agreements or to exercise any and all rights and remedies otherwise available to ETS as a result of such breach.

5.16. CONFIDENTIALITY. Except as permitted by this Agreement, Distributor warrants and covenants that it shall not disclose to any third party or, directly or indirectly, use, disseminate or disclose for its benefit any proprietary or confidential information concerning the Products disclosed to or acquired by Distributor, including information related to the formulation, ingredients or manufacturing of the Products. Distributor agrees that all information described by the preceding sentence shall be, become and remain the exclusive property of ETS.

5.17. CHANGE OF CONTROL. If any person not a substantial owner of Distributor as of the effective date of this Agreement becomes a substantial owner of Distributor, Distributor shall notify ETS at least thirty (30) days prior to the event resulting in the new substantial owner. For purposes of this paragraph, ownership of thirty percent (30%) of Distributor's equity shall be deemed substantial.

5.18. COMPLIANCE WITH LAWS. Distributor, at its expense, shall obtain all permits and licenses which may be required under any applicable federal, state or local law, ordinance, rule or regulation related in any manner to this Agreement. Distributor shall, in the conduct of its business and in the performance of this Agreement, comply fully with all applicable federal, state and local laws, ordinances, rules and regulations.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their respective names on the date first above written.

"ETS"	"DISTRIBUTOR"
ETS, INC.	Silver Tech, LTD
By: [signature]	By: [signature]
Printed: WJ Pipp	Printed: Donald Hirsch
Title: VP Sales	Title: President

ADDRESS FOR PURPOSES OF NOTICE	ADDRESS FOR PURPOSES OF NOTICE
ETS, Inc. 6270 Corporate Drive Indianapolis, Indiana 46278-2900 U.S.A. Attention: Trevor Gray Facsimile: 317.329.4615	Distributor: 930 W Huron Chicago, ILL 60622 Attention: Donald Hirsch Facsimile: 312 666 5602 E-Mail: dhirsch @ TSChicago.Com

EXHIBIT A

Portions of the terms and conditions from the Distributorship Agreement between ETS, Inc. ("ETS") and Australian Gold, Inc. ("Australian Gold"), regarding the AG Marks:

ARTICLE IV
USE OF MARKS

4.1 DISTRIBUTOR'S RIGHTS AND OBLIGATIONS. Distributor hereby acknowledges Australian Gold's ownership of the Australian Gold trademarks and any other marks or names under which the Products or any other of Australian Gold's products are sold during the term of this Agreement, including any renewals or extensions thereof (the "Marks"). Australian Gold hereby grants to Distributor, and Distributor accepts, a non-exclusive, limited, revocable, non-transferable license to use and sublicense the Marks in connection with the promotion, marketing and sale of the Products within the Territory. Distributor shall do nothing inconsistent with Australian Gold's ownership of the Marks and Distributor's use of the Marks shall inure to the benefit of Australian Gold. Nothing in this Agreement gives Distributor any right, title or interest in the Marks other than the right to use and sublicense said Marks in accordance with the terms and conditions of this Agreement. Distributor shall have no right to use the Marks except in accordance with the terms and conditions of this Agreement. Distributor shall notify Australian Gold immediately of any third party's apparent infringement of, challenge to, or claim of rights in any Mark. Australian Gold shall have sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding arising out of any such infringement, challenge, or claim or otherwise relating to any Mark, unless otherwise agreed by Australian Gold. Distributor agrees to execute any and all instruments and documents as may, in Australian Gold's opinion, be necessary or advisable to protect and maintain the interests of Australian Gold in the Marks.

4.2 SUBLICENSING OF THE MARKS. Distributor may only grant to a third party a sublicense to use the Marks under a sublicense agreement by the proposed sublicensee to abide by conditions and obligations regarding the use of the Marks identical, or substantially similar, to those placed on Distributor under this Agreement. Such sublicense agreement must contain, among other provisions, the following: (i) an acknowledgment by the proposed sublicensee that the sublicense agreement is subordinate to the terms and conditions of this Agreement regarding the use of the Marks; and (ii) an agreement by the proposed sublicensee to abide by the conditions and obligations imposed upon Distributor by this Agreement regarding the use of the Marks, including, without limitation, those with respect to the control and ownership of the Marks.

4.3 MARKETING. Distributor shall use its best efforts to promote, market and sell the Products and service its accounts within the Territory in a professional manner. Distributor shall have the right to use the Marks in connection with such promotion, marketing and sales of the Products; provided, however, that Distributor shall comply with all of Australian Gold's instructions regarding the use of the Marks. Distributor agrees to display the marks prominently and in the manner prescribed by Australian Gold on or in connection with signs, price lists, displays and other forms and packaging materials designated by Australian Gold. Distributor shall not use any Mark as part of any corporate or trade name or with any prefix, suffix or other modifying words, designs, or symbols, or in any modified forms, nor may Distributor use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Australian Gold. Australian Gold, at its discretion, shall have the right to approve the form and content of any advertisement prior to the publication of such advertisement. Notwithstanding the generality of the foregoing, Distributor agrees that it will engage in no advertising or other promotional activities which undermines the value of any of the Marks (as determined by Australian Gold in its sole discretion) and agrees to immediately cease and desist from any such advertising or promotional activities upon receipt of notice from Australian Gold that such activities, in Australian Gold's view, may reduce the value of any of the Marks. If it becomes advisable at any time, in Australian Gold's sole discretion, for Australian Gold and/or Distributor to modify or discontinue use of any Mark, Distributor agrees to so modify or discontinue use of such Mark upon receipt of written notice from Australian Gold.

4.4 QUALITY CONTROL. Distributor acknowledges and agrees that at all times during the term of this Agreement, Australian Gold shall have the right and authority to determine and specify all aspects of the use of the Marks.

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EXHIBIT B

Portions of the terms and conditions from the Distributorship Agreement between ETS, Inc. ("ETS") and Advanced Technology Systems, Inc. ("Advanced Technology Systems"), regarding the SB Marks:

ARTICLE IV
USE OF MARKS

4.1 DISTRIBUTOR'S RIGHTS AND OBLIGATIONS. Distributor hereby acknowledges ATS' ownership of the ATS trademarks and any other marks or names under which the Products or any other of ATS' products are sold during the term of this Agreement, including any renewals or extensions thereof (the "Marks"). ATS hereby grants to Distributor, and Distributor accepts, a non-exclusive, limited, revocable, non-transferable license to use and sublicense the Marks in connection with the promotion, marketing and sale of the Products within the Territory. Distributor shall do nothing inconsistent with ATS' ownership of the Marks and Distributor's use of the Marks shall inure to the benefit of ATS. Nothing in this Agreement gives Distributor any right, title or interest in the Marks other than the right to use and sublicense said Marks in accordance with the terms and conditions of this Agreement. Distributor shall have no right to use the Marks except in accordance with the terms and conditions of this Agreement. Distributor shall notify ATS immediately of any third party's apparent infringement of, challenge to, or claim of rights in any Mark. ATS shall have sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding arising out of any such infringement, challenge, or claim or otherwise relating to any Mark, unless otherwise agreed by ATS. Distributor agrees to execute any and all instruments and documents as may, in ATS' opinion, be necessary or advisable to protect and maintain the interests of ATS in the Marks.

4.2 SUBLICENSING OF THE MARKS. Distributor may only grant to a third party a sublicense to use the Marks under a sublicense agreement by the proposed sublicensee to abide by conditions and obligations regarding the use of the Marks identical, or substantially similar, to those placed on Distributor under this Agreement. Such sublicense agreement must contain, among other provisions, the following: (i) an acknowledgment by the proposed sublicensee that the sublicense agreement is subordinate to the terms and conditions of this Agreement regarding the use of the Marks; and (ii) an agreement by the proposed sublicensee to abide by the conditions and obligations imposed upon Distributor by this Agreement regarding the use of the Marks, including, without limitation, those with respect to the control and ownership of the Marks.

4.3 MARKETING. Distributor shall use its best efforts to promote, market and sell the Products and service its accounts within the Territory in a professional manner. Distributor shall have the right to use the Marks in connection with such promotion, marketing and sales of the Products; provided, however, that Distributor shall comply with all of ATS' instructions regarding the use of the Marks. Distributor agrees to display the marks prominently and in the manner prescribed by ATS on or in connection with signs, price lists, displays and other forms and packaging materials designated by ATS. Distributor shall not use any Mark as part of any corporate or trade name or with any prefix, suffix or other modifying words, designs, or symbols, or in any modified forms, nor may Distributor use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by ATS. ATS, at its discretion, shall have the right to approve the form and content of any advertisement prior to the publication of such advertisement. Notwithstanding the generality of the foregoing, Distributor agrees that it will engage in no advertising or other promotional activities which undermines the value of any of the Marks (as determined by ATS in its sole discretion) and agrees to immediately cease and desist from any such advertising or promotional activities upon receipt of notice from ATS that such activities, in ATS' view, may reduce the value of any of the Marks. If it becomes advisable at any time, in ATS' sole discretion, for ATS and/or Distributor to modify or discontinue use of any Mark, Distributor agrees to so modify or discontinue use of such Mark upon receipt of written notice from ATS.

4.4 QUALITY CONTROL. Distributor acknowledges and agrees that at all times during the term of this Agreement, ATS shall have the right and authority to determine and specify all aspects of the use of the Marks.

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EXHIBIT C

LIST OF PRODUCTS

DISTRIBUTOR PRICE LIST

EFFECTIVE: NOVEMBER 1, 2003

From: Rich James [rich@yourtan.com]
Sent: Tuesday, December 27, 2005 1:34 PM
To: Sallie Webster
Subject: eBay
Importance: High

Sallie,

I am more than concerned at the current sales taking place on eBay. How can I compete? With Simply Divine as low as 18.00 and 5.95 shipping it is near impossible for me to justify a 66.00 retail mark. Customers do not seem to care that they *may* receive the wrong lotion in the right bottle. I think with the price difference, it is near impossible to argue to the customer to not to take the chance.

What distributors are authorizing sales at these prices? I want to buy from them!

I am honestly at the point where I am going to have to buy from the online stores, at an even LOWER negotiated discounted rate so that I CAN compete, or stop selling AG/SB all together.

There seems to be a new internet retailer on the block every week. Because I believe in the integrity of what ETS does as a whole to prevent this, I have not become one of these online retailers. However, if they cannot be stopped, why wouldn't I start selling the same way?

Sincerely,
Rich James
TOTAL TANNING
301.932.7878

Below are 3 power sellers with unbelievable prices.
extremebargains4less
sun_goes_down_tanning
beachbabestanning

From: Sallie Webster [mailto:swebster@etstan.com]
Sent: Friday, June 10, 2005 12:55 PM
To: 'Rich James'
Subject: RE:

Rich,
Please understand we do know what your salon and, I'm sure many other salons, are battling with this web site. Once we ask them to cease and desist selling our lotions voluntarily, and they refuse, it forces us to use the legal system to resolve the matter. And unfortunately that puts us in the legal system's time frame, not ours. We know how frustrating it can be to have to resolve these diversion issues through Attorneys and the courts, not to mention the expense.

Please let your customers know that are buying from this web site that there is absolutely no guarantee that they are getting authentic product. If there is any problem with the lotion they buy over the internet they will be out whatever they paid for it. And we have had many reports of counterfeit lotions being sold in this venue.
This web site is not an authorized distributor of our lotions and we are working to identify where they are getting our lotions.

EXHIBIT 5 3-16-06 dh
PENGAD 800-631-6989

The fact that this woman has had the nerve to come to your salon as a customer to promote sales from the web site shows us just what kind of people we are dealing with.

Again, I know how hard it is to be patient with this situation, but we are working to get this web site, and others, to stop selling our lotions. You did the right thing by asking her to leave. Hopefully soon you will see sales of our lotions come to a stop on this and other web sites.

Sincerely,
Sallie Webster
Australian Gold, Inc

-----Original Message-----
From: Rich James [mailto:rich@yourtan.com]
Sent: Friday, June 10, 2005 10:57 AM
To: 'Sallie Webster'
Subject: RE:

Thanks for the reply Sallie -

This customer has made a personal crusade to make cheaper lotions available to all of my current customers. My employees are distraught, as am I because our sales have certainly decreased as a result of this particular customer. She has actually been passing out cards telling customers not to purchase lotion from the salon, and to visit the website to buy the lotions at less than half of our pricing.

Of course the customer was asked to leave and I also refunded her package.

Thanks again,
Rich James

From: Sallie Webster [mailto:swebster@etstan.com]
Sent: Friday, June 10, 2005 11:47 AM
To: 'Rich James'
Subject: RE:

Rich,

Yes, this is another web address for www.thesupplenet.com

Our Attorneys are working on this one and hope to have it cleared up soon.

Thanks,

Sallie Webster
Australian Gold, Inc

-----Original Message-----
From: Rich James [mailto:rich@yourtan.com]
Sent: Friday, June 10, 2005 8:51 AM
To: swebster@australiangold.com
Subject:

This woman at the salon was passing out cards with this web url on it: www.bodysourceonline.com. I also found a bottle that 2 of my customers have left behind of AG products. The label reads: Remember to re-order at www.bodysourceonline.com!

Is this a legitimate distributor??

Rich James
TOTAL TANNING